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9-7-1980

## Baltimore Food Employers Labor Relations Association and United Food and Commercial Workers, AFL-CIO, Local 692 (1980)

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## Baltimore Food Employers Labor Relations Association and United Food and Commercial Workers, AFL-CIO, Local 692 (1980)

### Location

Baltimore, MD

### Effective Date

9-7-1980

### Expiration Date

9-10-1983

### Number of Workers

2500

### Employer

A & P; Memco; Giant Food, Inc.; Grand Union; Safeway

### Union

United Food and Commercial Workers

### Union Local

692

### NAICS

44

### Sector

P

### Item ID

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### Keywords

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### Comments

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AGREEMENT BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 692, AFL-CIO  
A & P  
MEMCO  
and  
GIANT FOOD, INC.  
GRAND UNION  
SAFEWAY

AGREEMENT

THIS AGREEMENT made and entered into this 6th day of February, 1981, between participating members of the BALTIMORE FOOD EMPLOYERS LABOR RELATIONS ASSOCIATION (hereinafter referred to as "Employers Council") and the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 692, chartered by The United Food and Commercial Workers International Union, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Employer's Council is an employer association of food chains in and about the Baltimore, Maryland, area and as bargaining agent for its member companies, has negotiated with the bargaining committee of the Union; and

WHEREAS, the Employer and the Union in the performance of this Agreement agree not to discriminate against any employee or applicant for employment because of race, color, religious creed, origin, age or sex; and

WHEREAS, the use of personal pronouns of the male gender is for grammatical purposes only and the contract shall apply equally to persons of either gender; and

WHEREAS, the parties thereto, through local industry wide bargaining, desire to establish uniform standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto, providing for more harmonious and efficient cooperation and mutual benefit; and

WHEREAS, it is recognized that the well-being of both parties is directly dependent upon the skill and efficiency with which the business of the Employer is conducted.

ARTICLE 1. MANAGEMENT AUTHORITY

1.1 The authority and responsibility for the management of the business, including but not limited to, the planning, direction and control of the work force shall repose exclusively in the Employer, and its appointed representatives, subject to the provisions of this Agreement.

1.2 In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such changes will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

1.3 Should the Employer intend to substitute electronic checkout systems for existing equipment in any store, the Employer agrees to notify the Union in advance and to provide the Union a list of all employees regularly assigned to the store on the effective date of the utilization of said system.

1.4 Said employees shall not be removed from the Employer's payroll as a result of the installation of such a system. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement provided the layoff is for reasons other than the installation of such a system.

ARTICLE 2. RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees (other than Store Manager, Meat Department Personnel and In-Store Bakery Production Personnel), coming under the jurisdiction of the United Food and Commercial Workers Union, Local 692, in the stores in the areas set forth in Schedule "F", attached hereto and made a part hereof, except in those areas where other duly chartered Locals exist.

2.2 All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which the Union is recognized as the collective bargaining agency by the Employer.

This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to initial special displays unless they have a tendency to become constant or too often. The Employer shall notify the Union in writing prior to the beginning of any promotional program.

2.3 The Employer further agrees that if the Employer should establish a new store or stores within the jurisdiction of the Union as set forth in Schedule "F", this Agreement shall apply to such new store or stores. In the event the Employer engages in department or discount type stores, then the Employer and the Union shall negotiate as to the terms for wages and hours for such employees.

In the event an Employer in the future engages in a department or discount type store, commonly known as a general merchandise store, and an agreement between the Union and the Employer cannot be concluded, then the provisions of Article 23. No Strikes or Lockouts, shall not be binding upon the Union and the Employer.

2.4 The Employer shall notify the Union thirty (30) days prior to a store closing. The Employer shall negotiate the effect on employees of the store scheduled to be closed.

2.5 Any and all types of Retail Food Markets of the Employer shall be covered by terms and conditions of this Agreement.

ARTICLE 3. UNION SECURITY

3.1 All employees shall, as a condition of employment, become and remain members of the Union on and after the thirty-first (31st) day following the date of employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.

3.2 Upon failure of any employee to become and remain a member of the Union within the period and under the conditions specified in Paragraph 3.1 above, the Union shall notify the Employer in writing, of such failure and the Employer shall, within seven (7) days of receipt of such notice, discharge any such employee as provided in the Labor Management Relations Act of 1947 as amended.

3.3 The application of Paragraph 3.1 above is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

3.4 The Employer will notify the Union in writing as soon as possible within twenty-five (25) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of

the name of such employee, the home address, place of employment, social security number, job classification (full time or part time), and the date of employment, reinstatement, transfer, termination, or change in status from part time to full time or full time to part time.

ARTICLE 4. SENIORITY

4.1 Seniority for the purpose of this Agreement shall be calculated by continuous service from the last date of employment, except as otherwise provided. Seniority list for all full time employees and a separate list for all part time employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority areas governing this Agreement are outlined in Schedule "C" and "D" attached hereto and made a part hereof. In connection with layoffs and store closings, seniority will first apply to store, then geographical area and last the jurisdiction of this Agreement. (Schedule "C" applies to layoffs and store closings only while Schedule "D" applies for all other purposes.) Seniority areas governing this Agreement in Giant are Schedules "D" and "E" attached hereto.

4.2 The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another or from one location to another through promotion, layoff, recall after layoff or permanent transfer, shall be governed by the length of service of the employee, and in connection with such movement, the Employer may take into consideration as to each employee involved his ability to perform the work.

4.3 Full time employees to be laid off shall have the option of part time employment, and shall be placed at the top of the part time seniority list, or may take a complete layoff. They shall have the right of recall on any full time opening, provided they can do the work. Full time employees reduced from full time to part time through no fault of their own will retain full time Health and Welfare coverage for a period of twelve (12) months. The Employer will continue the full time Pension and Health and Welfare contribution for said period of time.

When a full time employee is involuntarily reduced to part time, he shall continue to accrue seniority as though he was still full time. When a full time employee voluntarily reduces himself in writing, his part time seniority is dated from the original date of hire.

4.4 Seniority and the employee's ability to perform the work shall be given consideration in regard to promotions within the bargaining unit. If the employee fails to qualify within a reasonable time for the upgraded position, he or she shall be afforded the opportunity to return to his or her former classification without loss of seniority. The Employer will notify the Union of all promotions to Department Head Classification.

4.5 Part time employees desiring full time work and lower classified food employees (excluding Utility Clerks) desiring to upgrade in classification shall be given preference for such work in accordance with the following procedure.

Employees desiring such work shall notify the Employer in writing, with a copy to the Union, during the periods March 1st to March 21st and September 1st to September 21st each year. Such letters shall remain valid for eighteen (18) months.

The first consideration for any such vacancies shall be given to employees with a current request in order of the employee's seniority with ability to do the work to be considered.

Only requests for permanent classification change shall be valid and failure to be available thereafter for such work for a period of twenty-six (26) weeks after obtaining such status, except for reasons beyond the employee's control, shall bar the employee from future requests for a period of twelve (12) months.

Failure to accept an offer of such work in any of the Employer's stores within a seniority area shall result in removal of the employee's requests for the balance of that six (6) month period, but it shall not bar the employee from future requests.

Part time employees who are promoted to full time will receive credit for time worked on the basis of forty (40) hours being equivalent to one (1) week and the employees full time seniority date will be adjusted accordingly.

The Employer and the Union agree to exchange a list of part time employees requesting full time jobs during the months of January and July of each year. The list will contain the employee's name, social security number, store number, and date the letter was received by their respective office.

4.6 Employees laid off due to the store closing or reduction of employment shall be laid off by order of the most recent hired and shall be rehired in the reversed order of the layoff, with due consideration given to job classification. Employees laid off and subsequently recalled within twelve (12) months will retain former seniority. Employer agrees to go beyond the seniority areas in the case of full time layoffs in distressed areas. However, Employer will decide what store to transfer the employee to. There shall be no bumping by seniority.

4.7 The Employer agrees to give a week's notice or a week's pay in lieu of a week's notice to full time employees with six (6) months' service and three (3) days' notice or three days' pay to part time employees with twelve (12) months' service who are laid off due to lack of work. All employees likewise shall give a week's notice prior to intended resignation. It is mutually agreed that after termination notice has been given by either party, no new request for sick benefits shall be granted.

4.8 Any employee transferred into the bargaining unit from any other part of the company shall retain their last employment date for the purpose of computing benefits, but their seniority date shall be otherwise established as of the date they commenced working in the bargaining unit.

4.9 The Union shall be notified of all full time openings.

4.10 Employees involuntarily transferred from one seniority area to another as a result of store closings or layoffs will be afforded the opportunity to return to their original seniority area before a permanent employee of the same job classification is hired in said seniority area. Said transfer opportunity shall exist for a period of twelve (12) months.

ARTICLE 5. HOURS AND OVERTIME

5.1 The guaranteed basic work week for all full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days.

5.2 For the purpose of this Agreement the basic work week shall be from Monday through Saturday, inclusive.

5.3 Sunday work shall be isolated and shall not be part of the basic work week.



5.4 Any time worked by an employee in excess of eight (8) hours in any one (1) day, five (5) days in one (1) week, or forty (40) hours in any work week, or in excess of the thirty-two (32) hours in any week in which one of the specified holidays falls, shall be deemed overtime. Such overtime work shall be paid for at the rate of time and one-half (1½) the employee's regular rate of pay, but the employee shall not be compensated for both daily and weekly overtime. Hours which qualify for Sunday premium pay as provided in Paragraph 5.3 of this Article shall not be included in computing weekly overtime.

Part time employees who are scheduled for five (5) days in one (1) week and who are called into work on their scheduled day off shall receive time and one-half (1½) for all hours worked on said scheduled day off, provided said employee remains available to work for the remainder of his schedule for that week.

5.5 The regular day's work for all full time employees shall be worked within nine (9) consecutive hours and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day, except that any employee may receive only one-half (½) hour meal period when he works within eight and one-half (8½) consecutive hours, provided it is mutually agreed upon. The meal period shall not begin before three (3) hours of work, nor later than five (5) hours of work. Part time employees who work six (6) hours or more in a work day shall be granted a meal period without pay of at least one-half (½) hour, if requested by the employee.

5.6 Employees instructed to work and who work their meal period shall receive pay for that period of time at the overtime rate of time and one-half (1½) their regular rate of pay.

5.7 The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer.

5.8 There shall be no split shifts.

5.9 Full time employees shall be paid at the overtime rate for all hours worked after 6:00 p.m. except two (2) nights per week.

All full time employees hired after July 25, 1971, or those part time employees advanced to full time after July 25, 1971, may work up to three (3) nights after 6:00 p.m. at the straight time rate of pay.

5.10 Any time worked after 11:00 p.m. or before 6:00 a.m. shall be paid at time and one-half (1½) of the employee's regular rate of pay, except for those employees on the night shift.

5.11 Work performed on Sunday will be compensated for at double (2) the employee's rate of straight time pay.

5.12 Overtime shall be worked at the designation of the Employer. The overtime pay shall be computed on a daily or weekly basis, but not for both. On days where overtime is worked, it shall be offered to employees on a seniority basis with due consideration being given to job classification and ability to do the work. No Employer shall discipline any employee for his refusal to work unreasonable overtime.

5.13 On days where overtime is worked and a second meal period is taken, it shall consist of one-half (½) hour duration only.

5.14 Part time employees who report pursuant to instructions and are not given work shall be paid for their scheduled hours, but in no event for less than four (4) hours except for those stores closing at 6:00 p.m. No part time employee shall be employed for less than four (4) hours in any one (1) day.

5.15 All full time employees reporting for work at their scheduled time shall be guaranteed a full day's work of eight (8) hours with pay. In the event such employee is called to work on his pre-designated day off, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate of time and one-half (1½).

5.16 The Employer shall combine existing part time assignments on a seniority basis, unless such hours duplicate each other, providing the employee can do the work, so as to provide the maximum part time employment per individual within the definition of part time employment and further to create as many full time positions as possible.

5.17 The Employer agrees to post a weekly work schedule, in ink, with employees names listed in order of seniority, in a conspicuous place by noon on Saturday of the week preceding the week for which the schedule is effective of working hours specifying the starting and finishing times and regular days off. The schedule shall contain the employee's full name and shall have the scheduled hours of each employee totalled at end of column. The schedule for the night crew and those scheduled off on Saturday must be posted prior to the end of those employee's scheduled shift Friday of the week preceding the week for which the schedule is effective. The schedule for all full time employees specifying the starting and finishing times and regular days off shall not be altered after it is posted except by mutual agreement. Each full time employee shall regularly receive the same day off each week. A seven (7) day written notice must be given in order for a full time employee's regularly scheduled day off to be changed. The schedule for holiday weeks must be posted one (1) week in advance, thereafter the regular schedule shall apply pertaining to days off. The schedule for a part time employee may be changed by notification to the employee prior to store closing the previous day.

A part time schedule shall be complete and reflect the anticipated basic need of the store's requirement for that week.

5.18 Employees working six (6) hours or more in a day shall receive two (2) rest periods of fifteen (15) minutes each, one (1) rest period to be in the first half of the day, the second rest period to be in the second half of the work day as near as possible to the middle of each shift. Employees working less than six (6) hours in a day shall receive one (1) fifteen (15) minute rest period.

The Employer will not intentionally prepare a schedule to avoid the requirement of a second rest period.

5.19 Employees who sustain an occupational injury requiring treatment by a doctor or hospital shall suffer no loss in pay for the day the injury occurs provided the employee returns to work, unless otherwise instructed in writing by the attending doctor.

5.20 A part time employee is one who works twenty-nine (29) hours or less per week, except during the period of May 15th to September 30th, when a part time employee may work up to thirty-five (35) hours per week at the part time rate of pay.

When a part time employee exceeds the hours as specified in 5.20 above, he shall be paid at the appropriate full time hourly rate of pay for all hours worked that week.

5.21 Eligible part time employees shall be scheduled a minimum of sixteen (16) hours work per week, provided that they are available to work said hours on a regular and continuous basis. The sixteen (16) hour minimum does not apply to probationary employees, students, part time employees holding another job. Utility Clerks, or employees not available.

#### ARTICLE 6. WAGES AND EMPLOYEE CLASSIFICATION

6.1 Wage scales are set forth in Schedule "A" attached hereto and made a part thereof.

6.2 It is understood that all newly hired employees shall be on probation for the first thirty (30) days of employment and may be

discharged by the Employer, giving Union no cause for grievance within this period.

6.3 All previous supermarket experience in the same type of work of any newly hired employee within the preceding three (3) years, proven by verification or ability, shall be recognized for the sole purpose of establishing the pay scale to which the employee is entitled. Only that portion of experience which actually falls within the three (3) year period shall be recognized. The Employer, employee and the Union will make every effort to verify all previous experience claimed on the employee's application for employment. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than sixty (60) days after employment if complete verification of experience has not been obtained. Employees terminated prior to verification of previous experience shall receive the starting rate.

6.4 When a higher classified employee is absent from his position for more than one (1) day and another employee performs the job of the higher classified employee, he shall receive the appropriate rate of pay of this higher classification.

6.5 Department Heads may be assigned in stores where designated by the Employer, and where assigned, they will be paid the prevailing rates as listed in Schedule "A" of the respective Employer.

6.6 The relief manager shall receive his appropriate hourly rate plus overtime, or the store manager's rate of pay, whichever is the greater, when relieving for one (1) full week or more.

6.7 The duties of the porter shall be limited to the general cleaning up of the store and carrying out of customer's packages, but in no other instance shall porters be required to handle, display, or sell any merchandise sold in the store.

#### ARTICLE 7. UTILITY CLERKS

7.1 Utility Clerks shall be guaranteed ten (10) hours work per week. Their duties shall be limited to bagging, parcel pick up, cleaning up around the checkout stand and parcel pick up area, and racking empty bottles.

7.2 Eligible Utility Clerks will receive vacations as provided in Article 10 and four (4) hours pay for the legal holidays provided in Article 11. Drug, optical, and dental benefits will be provided for the employee only, according to the terms of Article 16.

7.3 It shall be a violation of this contract for Utility Clerks to perform any duties other than those specified above. In order to remedy violations of this Section the parties agree as follows:

A. The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Utility Clerks and instructing all employees that the performance of any other duties constitutes a violation of the contract.

B. Upon the first violation of this Section, the Utility Clerk in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk duties.

C. Upon a second violation in the same store, all Utility Clerks in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk duties.

D. Upon the third violation in the same store, all Utility Clerks in the store involved shall be paid double time the regular Clerk rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk duties.

7.4 The Employer agrees that Utility Clerks shall be given first consideration in filling job vacancies within their store before considering new hires, provided said Utility Clerk satisfies job age requirement.

#### ARTICLE 8. NIGHT CREW EMPLOYEES

8.1 A night crew employee is one who is scheduled for work on a night crew two (2) or more nights in any one (1) week. No employee shall be required to work a day and night shift in the same work week.

8.2 Any employee working on the night crew two (2) or more nights during the week shall receive the night premium for all hours worked during the entire week.

Any time worked by a member of the night crew prior to 10:00 p.m. or after 9:00 a.m. shall be paid at time and one-half (1½) of the employee's regular rate of pay which shall be in addition to his night premium.

8.3 Each employee working on the night shift will receive an additional seventy-five cents (\$.75) per hour, which shall be over and above the regular rate of pay for the same or similar day job.

8.4 One person other than the Assistant Manager or Department Head, shall be designated as the employee in charge of the night crew. This employee shall not be replaced by any employee in a higher wage classification.

8.5 The employee in charge of night crew will receive in addition to his night premium, an additional fifteen dollars (\$15.00) per week.

A night crew captain in charge in a store which is open for business on a twenty-four (24) hours basis shall receive an additional ten dollars (\$10.00) per week night premium (in addition to the fifteen dollars (\$15.00) per week night captain premium).

8.6 A night crew may work four (4) ten (10) hour shifts at straight time by mutual agreement.

8.7 Part time employees may be assigned on a night shift, provided however, they must be assigned for a full shift of not less than eight (8) hours.

8.8 The meal period for night crew workers shall be one-half (½) hour and the eight (8) hour shift shall be worked in a period of eight and one-half (8½) consecutive hours.

8.9 Any regular member of the night crew will receive his basic weekly wage plus his night premium in the computation of his overtime, vacation or holiday pay.

8.10 Employees who want on or off the night crew shall bid as follows:

A request must be in writing to the Employer and will be placed on the list referred to in Article 4.6., as day openings occur. The most senior employee on the combined list shall be assigned to the job provided the employee is available to work such hours on a regular and continuing basis.

#### ARTICLE 9. WORKING CONDITIONS

9.1 The Employer will furnish and launder such store linens as it desires worn by its employees. In the event the Employer provides dacron or similar type uniforms for employees, these garments may be



haundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, business-like appearance while on duty in the store.

9.2 Employer has the right to discharge or discipline any employee for good cause, including but not limited to proven or acknowledged dishonesty, intoxication during working hours, provided however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

9.3 In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time. Notices and warnings shall become null and void after nine (9) months from date of issue.

9.4 Representatives of the Union shall have access to the Employer's stores for the purpose of determining that the terms of this Agreement are being complied with, including but not limited to inspecting work schedules, investigating the standing of employees and inspecting the pay records, which shall be available for a reasonable length of time.

9.5 No employee shall suffer a reduction of hourly wage rates, increase of hours, or reduced vacation time solely by the signing of this Agreement.

9.6 If a physical examination or health permit is required by the Employer or local government, all expenses attached to same shall be borne by the Employer.

9.7 The Employer agrees, in the event of a temporary transfer at the Employer's request, to reimburse the employee for increased transportation costs on the basis of eighteen cents (\$.18) per mile, except, however, when an employee chooses public transportation, excluding taxicabs, he shall be reimbursed only for the actual cost of such increased transportation. Temporary assignments will not exceed 30 days except in cases of relief of an employee absent on extended sick leave.

9.8 Employees shall be at their store ready for work at their scheduled starting time, otherwise they are reporting late. They shall remain at their work until their scheduled quitting time. Employees shall be paid for all time worked. There shall be a time clock in each of the Employer's stores for the purpose of recording time worked. The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge. Furthermore, all time during which an employee is suffered or permitted to work or is required to be on duty on the Employer's premises at a given work place shall be considered hours worked and recorded on the time cards.

9.9 Employees shall have a minimum of ten (10) hours off between the end of their schedule and the starting of their next schedule, except by mutual agreement between the employee and Employer. Any employee who works during this ten (10) hour period shall be paid for such time at the rate of time and one-half (1½) their straight time rate of pay.

9.10 The Employer shall maintain a first aid kit, fully equipped, in each store to be available for all shifts worked.

9.11 Notices concerning Union business will be posted in designated locations in the stores after approval by management.

9.12 A full time clerk who receives a pay rate which is higher than the pay rate provided in Schedule "A" for his classification, who is promoted to a Department Head and subsequently demoted to his former classification, shall receive the same pay rate differential which he previously received.

9.13 No employee shall be given a polygraph (lie detector) test, unless the Union agrees in writing.

9.14 Time spent at legal proceedings at the request of the Employer or Employer's counsel shall be compensated at straight time rates. Such compensation shall also be paid for time spent at the request of any law enforcement agency, involving investigation or legal proceedings for the benefit of the Employer, provided the employee has given the store manager prompt notice of the request. Such hours shall not be considered as time worked for the computation of daily or weekly overtime, unless it is a part of the regular scheduled work week.

9.15 The Employer will discuss, investigate and correct any problems of jackets or gloves in connection with frozen food lockers and dairy.

## ARTICLE 10. VACATIONS

10.1 Full time employees with one (1) or more years continuous full time service shall be granted vacations as follows:

ANNUAL VACATIONS	PRO-RATA VACATIONS ON TERMINATION
One (1) week uninterrupted after one (1) year	1/12 week for each additional month
Two (2) weeks uninterrupted after three (3) years	2/12 week for each additional month
Three (3) weeks after seven (7) years	3/12 week for each additional month
Four (4) weeks after thirteen (13) years	4/12 week for each additional month
Five (5) weeks after twenty (20) years	5/12 week for each additional month

10.2 Employees discharged for drinking on the job shall not be entitled to pro-rata vacation. Employees discharged for acknowledged or proven dishonesty shall not be entitled to any vacation pay.

10.3 Employees who for good and sufficient reason desire to take their three, four or five weeks uninterrupted vacation must request same in writing thirty (30) days prior to the date the vacation is to be taken. Such requests are subject to approval by both the Employer and the Union. The employee may take vacation in any of the fifty-two (52) calendar weeks, subject to management approval.

10.4 Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. An employee who is absent from work less than sixteen (16) weeks during his anniversary years shall receive his full vacation allowance, but if absent for reasons other than illness or for illness for more than sixteen (16) weeks, he shall receive one-twelfth (1/12) his vacation entitlement for each full month worked during the anniversary year.

10.5 When a holiday designated in Article 11.1 occurs during the full time employee's vacation, the employee shall be entitled to an extra day's vacation or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

10.6 Seniority of employees shall be the governing factor in the selection of vacation dates. The vacation schedule of any employee cannot be changed, except by mutual agreement, when it is less than sixty (60) days to the date the employee has selected. The vacation schedule shall be available on request by an employee.

10.7 Vacation pay is to be paid to the employee prior to the day the vacation begins. If the employee's vacation pay is not available when he is scheduled to leave, he will be paid from store funds.

10.8 Part time employees shall be entitled to a vacation on or after each anniversary date of their employment pro-rated on the basis of the average straight time hours worked during the preceding year, according to the vacation formula set forth above and subject to the same conditions as pertain to full time employees.

10.9 When a holiday, designated in Article 11.1 occurs during a part time employee's vacation, and the part time employee would ordinarily have been scheduled for work on that day, he or she shall be paid as provided in Article 11.4.

10.10 Employee may start his or her vacation on any day which is mutually agreed upon by the Employer and the employee.

10.11 A part time employee going to full time shall not suffer a reduction in the number of hours vacation he would have received as a part time employee for the first vacation of such change.

## ARTICLE 11. HOLIDAYS

11.1 The Employer agrees that the following days shall be holidays. When a holiday falls on a Sunday, the following Monday shall be observed.

New Year's Day	Thanksgiving Day
Easter Monday	Christmas Day
Memorial Day	Independence Day
Labor Day	

Work may be performed on any of the hereinabove mentioned holidays, however, work as such shall be compensated for at the rate of double the employees regular straight time rate of pay, which shall be over and above the regular straight time rate of pay as provided.

11.2 It is further agreed that the work week during which a holiday occurs, in accordance with this Agreement, shall be considered a four (4) day week consisting of thirty-two (32) straight time hours, for which the employee shall be paid forty (40) hours' pay if they qualify under Article 11.8. Part time employees may work five (5) days in a holiday week by mutual agreement. All time worked over thirty-two (32) hours during said holiday week shall be compensated for at the overtime rate of time and one-half (1½) except that an employee may work forty (40) hours at straight time in addition to his or her holiday pay, provided it is mutually agreed upon between Employer and employee. Part time employees may work five (5) days in a holiday week by mutual agreement.

11.3 All part time employees, upon completion of six (6) months, but less than one (1) year of continuous service with the Employer, shall be entitled to holiday pay as set forth in this paragraph when said holidays falls on their scheduled work day, based on the number of hours regularly worked by such employee on that day.

11.4 All part time employees with one (1) or more years of continuous service shall be entitled to holiday pay based on the number of hours regularly worked by the employee on that day if the holiday falls on a regularly scheduled work day; or holiday pay of four (4) hours at straight time if the holiday falls on a non-scheduled day.

11.5 In either case the employee shall:

- Work his or her scheduled work day before and after such holiday, Sunday excepted; and
- Work at least one (1) day during the said holiday week.

11.6 A. Employees on the payroll as of January 1, 1978, shall receive five (5) personal days off with pay each year.

Employees hired after January 1, 1978, shall receive one (1) personal day off with pay for each ten (10) weeks of service up to a maximum of five (5) days per calendar year.

B. Personal days may be used for the purpose of mini-vacations. Employees shall be entitled to such days at a time of their choice subject to store seniority preferential in the event of conflict of employee choice.

Employees shall notify the store manager at least two (2) weeks in advance of their intention to use their personal days off for a mini-vacation.

C. Employees shall notify the store manager at least two (2) weeks in advance of their intention to take a personal day off (except in case of using personal days for mini-vacation) and the employee shall receive such day off or a mutually agreed upon day off. In the event of a conflict of employee choice, seniority shall prevail.

D. An employee who separates or is separated from the Employer's service, voluntarily or involuntarily (including but not limited to separation occasioned by voluntary or involuntary termination of the Employer's business), except when such employee is duly discharged for dishonesty, shall on separation, be paid for unused personal days on a pro-rata basis.

E. Employees may use personal days for absence due to illness not otherwise compensated for under this Agreement.

F. Such holidays shall be paid on the basis of five (5) hours pay for part time and eight (8) hours pay for full time.

11.7 Work schedules shall not be changed for the purpose of avoiding holiday pay.

11.8 No employee shall receive pay for any holidays not worked unless such employee has reported for work on his or her regular work day next preceding and next following said holiday. Employee shall be deemed to have reported for work if absence on the day before or the day after said holiday is due to express permission from or action of the Employer, or death in the immediate family, and also in case of certified illness, but in any event, employees off one (1) full week before a holiday and one (1) full week after a holiday would not be entitled to holiday pay, unless otherwise provided for in this Agreement.

11.9 Hours and/or days which qualify for Sunday or Holiday premium pay shall not be included in computing weekly overtime. There shall be no pyramiding of overtime and/or premium pay. Hours worked on Sundays or holidays shall be in addition to the normally scheduled work week.

11.10 Sunday and Holiday work shall be assigned on a rotation basis by seniority within classification and ability to do the work considered. In the event the Employer cannot schedule the necessary number of employees on a voluntary basis, then the employees in reverse order of seniority shall be obligated to work.

11.11 Sunday and Holiday rotation shall be done from separate lists.

## ARTICLE 12. LEAVE OF ABSENCE

Subject to the following conditions, employees shall be granted leave of absence which shall not interrupt their service records, providing such request is made by the employee, in writing, to the Personnel Department seven (7) days prior to commencing such leave.

12.1 Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of pregnancy, sickness or accident, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested to by a registered physician. However, in the event such employee is unable to return to work at the



expiration of his leave period, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to his regular duties within the said additional period. The employee must give two (2) weeks' notice in writing prior to the date he intends to return to work.

12.2 An employee with six (6) months' service shall, in the case of a death in the immediate family of the employee, namely, a parent, spouse, child, brother, sister, parent-in-law, or grandparent, requiring the employee's absence from his regularly scheduled assignments, be granted a leave of absence up to three (3) days beginning with the day of death. Neither Sunday nor the scheduled day off of a full time employee shall be counted. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for that portion of the time normally scheduled for work but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

12.3 The Employer agrees that any member of the Union employed by the Employer during the period of this Agreement who is elected to permanent office in the Union or is assigned by the Union to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall, at the end of his term in the first instance or at the end of his mission in the second instance, be guaranteed reemployment at his former wage rate plus any increase or less any reduction that may have become effective during his absence, provided that he applies for reemployment forthwith upon leaving the Union.

12.4 Approved leaves of absence for reasons other than those listed above shall not interrupt an employee's service record.

12.5 Any employee may be given a leave of absence not to exceed one (1) year for any reason acceptable to the Employer. This decision shall not be arbitrable.

### ARTICLE 13. JURY DUTY

13.1 Employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session. The schedule of a part time employee shall not be altered solely for the purpose of avoiding jury duty pay.

13.2 An employee serving on the jury shall not be required to work hours other than those during which the employee is normally scheduled and in no case shall they be required to report for less than four (4) hours.

13.3 When a night crew employee is called to serve on jury duty, he shall be excused from his schedule without loss of weekly earnings.

### ARTICLE 14. STORE CARD OR DECAL

The Union agrees to furnish to the Employer Union Store Cards and/or Decals for each of the Employer's stores. Such cards or decals shall remain the property of the United Food and Commercial Workers International Union and shall be surrendered to the Union upon demand. The Employer shall display such Union cards or decals in a conspicuous area accessible to the public in each establishment covered by this Agreement.

### ARTICLE 15. SHOP STEWARDS

15.1 The Union shall have the right to appoint one Shop Steward in each store, whose duties shall be to report any irregularities to the Union. In no instance shall the Shop Steward be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of his work for the Employer. The Shop Steward shall report all irregularities to the Store Manager prior to reporting same to the Union.

15.2 Shop Stewards may not be transferred from store or job assignment without written consent of the Union except in cases of promotion. The Shop Stewards shall have superseniority among all employees for layoff and recall only in their store. Further, the Shop Stewards shall not be threatened, coerced or intimidated for performing Union activities.

15.3 In the interest of promoting cooperative relations, the Store Manager shall introduce each new employee in his store to the Union Shop Steward within one week after the new employee reports to work. Stewards shall give the new employee a copy of the contract and shall explain its operation. The Shop Steward may answer any questions the new employee asks him. They may request the new employee to join the Union and may make arrangements for the new employee to become a member.

15.4 The Union shall furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary.

15.5 Shop Stewards shall be entitled to a leave of one (1) day each calendar year with pay for Shop Stewards Training and Education. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must upon returning from the leave present the Store Manager with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended.

### ARTICLE 16. HEALTH AND WELFARE

16.1 The Employer shall contribute to the FELRA and United Food and Commercial Workers Union Health and Welfare Fund, the sum of two hundred dollars and sixty-one cents (\$200.61) per month for each full time employee who is on the Employer's payroll on the first day of each month and eighty-three dollars and thirty-four (\$83.34) per month for each part time employee who is on the Employer's payroll on the first day of each month. Contributions on behalf of the Utility Clerks shall be sixteen dollars (\$16.00) per month. The monthly contributions by the Employer will commence with the first full payroll month following the first of the month after completion of three (3) months continuous employment with the Employer.

Effective October 1, 1980, the Employer agrees to increase the part time employee contribution from eighty-three dollars and thirty-four cents (\$83.34) per month to ninety-eight dollars and sixty-one (\$98.61) per month.

Effective October 1, 1980, the Employer agrees to increase the contribution on behalf of Utility Clerks from sixteen dollars (\$16.00) per month to eighteen (\$18.00) per month.

Thereafter the Employer shall make monthly contributions in amounts determined by the Board of Trustees of the above Fund, so as to maintain current and existing benefits (as amended in the negotiations of September, 1980) and further to provide a three (3) month financial reserve.

16.2 Any change in contribution shall be preceded by a thirty (30) day written notice from the Board of Trustees to the Employer.

16.3 The contributions provided for in this Agreement shall be in lieu of any obligation on the part of the Employer to provide any Health and Welfare benefits other than those provided by the Trust Agreement and Plan governing the Fund.

16.4 The Fund shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers Labor Relations Association and the Union.

16.5 It is agreed that all questions involving Health and Welfare specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

16.6 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

16.7 The Health and Welfare contribution for non-food employees hired after August 27, 1977, is subject to the provisions of Schedule "C" attached hereto.

### ARTICLE 17. PENSION

17.1 The Employer shall contribute to the FELRA and United Food and Commercial Workers Union Pension Fund (hereinafter called the "Fund") a total of one hundred twenty-two dollars and six cents (\$122.06) per month for each full time employee and thirty-three dollars and seventy-eight cents (\$33.78) for each part time employee who receives compensation from the Employer during said month. The monthly contribution by the Employer for new employees will commence with the first full payroll month following the completion of thirty (30) days of continuous employment with the Employer, retroactive to the date of employment.

Effective January 1, 1981, the Employer shall contribute to the Fund a total of one hundred thirty-two dollars and forty-four cents (\$132.44) per month for each full time employee and forty dollars and eighty-six cents (\$40.86) for each part time employee who receives compensation from the Employer during said month.

Effective January 1, 1982, the Employer shall contribute to the Fund a total of one hundred forty-nine dollars and five cents (\$149.05) per month for each full time employee and forty-nine dollars and forty-eight cents (\$49.48) for each part time employee who receives compensation from the Employer during said month.

Effective January 1, 1983, the Employer shall contribute to the Fund a total of one hundred fifty-eight dollars and thirty-nine cents (\$158.39) per month for each full time employee and fifty-four dollars and thirty-seven cents (\$54.37) for each part time employee who receives compensation from the Employer during said month.

17.2 The Pension Fund and Plan shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employer Labor Relations Association and the Union.

17.3 It is understood and agreed that the Pension Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contributions paid hereunder.

17.4 It is agreed that the Pension Fund shall provide that it be mandatory that each employee covered by this Agreement shall retire no later than the first (1st) day of the month following his or her seventieth (70th) birthday.

17.5 It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

17.6 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

17.7 The above contributions shall not be applicable to those employees classified as Utility Clerks.

17.8 The Pension contribution for non-food employees hired after August 27, 1977, is subject to the provisions of Schedule "C" attached hereto.

### ARTICLE 18. SEVERANCE

18.1 The Employer shall contribute to the United Food and Commercial Workers Union and FELRA Severance Trust Fund (hereinafter referred to as the "Fund") a total of ten cents (\$.10) per hour for all straight time hours worked for each employee on th payroll. The hourly contribution by the Employer for new employees will commence with the first full payroll week following the completion of thirty (30) days of continuous employment with the Employer, retroactive to the date of employment.

Effective January 4, 1981, the Employer agrees to increase the severance contribution from ten cents (\$.10) to fifteen cents (\$.15) per hour for all straight time hours worked for each employee on the payroll.

Effective January 3, 1982, the Employer agrees to increase the severance contribution from fifteen cents (\$.15) to twenty-five (\$.25) per hour for all straight time hours worked for each employee on the payroll.

Effective January 2, 1983, the Employer agrees to increase the severance contribution from twenty-five cents (\$.25) to thirty-five cents (\$.35) per hour for all straight time hours worked for each employee on the payroll.

18.2 The Fund shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers Labor Relations Association and the Union.

18.3 It is understood and agreed that the Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contributions paid hereunder.

18.4 It is agreed that all questions involving severance not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

18.5 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event, the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

18.6 The above contributions shall not be applicable to those employees classified as Utility Clerks.

### ARTICLE 19. LEGAL BENEFIT FUND

19.1 Effective January 1, 1981, the Employer shall contribute to the United Food and Commercial Workers Union and FELRA Legal Trust Fund (hereinafter referred to as the "Fund") a total of seven dollars (\$7.00) for each employee who is on the Employer's payroll on the first day of each month. The monthly contribution by the Employer for new employees will commence with the first full payroll month following the completion of six (6) months of continuous employment with the Employer.

19.2 The Fund shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers Labor Relations Association and the Union.

19.3 It is understood and agreed that the Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service so as to allow the Employer an income tax deduction for the contributions paid hereunder.

19.4 It is agreed that all questions involving legal benefits not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.



Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event, the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

19.6 The above contributions shall not be applicable to those employees classified as Utility Clerks.

## ARTICLE 20. CHECKOFF

20.1 The Employer shall check-off the initiation fees and dues from all employees who authorize, in writing, such deductions and shall remit amounts so deducted within thirty (30) days after their collection to the Financial Secretary or designated officer of the Union. Dues will be checked off weekly and remitted monthly.

20.2 The Employer agrees to deduct ten cents (\$.10) per week and remit monthly to the Local Union's Active Ballot Club from employees who are Union members and who have signed deduction authorization cards. This deduction will be effective no later than six (6) months from date of ratification.

20.3 The Union agrees to hold the Employer harmless from all legal claims or liabilities that may arise out of any erroneous deductions as a result of above check-off provisions.

## ARTICLE 21. ARBITRATION AND ADJUSTMENT

21.1 Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute, or disagreement, but the difference shall be adjusted in the following manner.

21.2 Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, commence discussions in an attempt to reach a settlement of the controversy.

21.3 If the matter is not amicably settled under 21.2 above, then either party may, on giving five (5) days' notice to the other party:

(1) Submit the matter to the Federal Mediation and Conciliation Service for a list of fifteen (15) arbitrators and the parties shall select therefrom one (1) arbitrator as follows: Each of the parties shall strike one (1) name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.

(2) The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or the International or which may in any way affect or change the Union Security Clause, nor shall the arbitrator have the authority to effect a change in, modify, or amend any of the provisions of this Agreement or to make decisions or provisions covering wages or working conditions to be incorporated either in a new Agreement or any subsequent annual Agreement, except as hereinafter provided.

(3) In the event that one party should fail to make their selection of arbitrators within two (2) weeks after receipt of notification by the other party that their choices have been submitted, then the first choice of the selecting party shall be binding on the non-selecting party.

(4) In the further event, should one party fail to participate in the scheduled arbitration proceeding, the other party may proceed unilaterally and the decision of the arbitrator shall be final and binding upon all parties.

21.4 The provision of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of the Board of Arbitration. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

21.5 All complaints must be filed, in writing, within thirty (30) days after occurrence of the matter in dispute or disagreement, provided that any complaints in reference to dismissal must be filed, in writing, to the Employer within ten (10) days from the date of dismissal. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

21.6 During the consideration of such difference or misunderstanding, neither party shall use any coercive or retaliatory measures to compel the other party to accede to its demands.

21.7 Since it is the desire of the parties to expedite the handling of all grievances, they therefore agree that the time limits prescribed must be followed, unless agreed by the Union and the Employer. The party failing to move forward as required shall be deemed to have withdrawn the grievance. All notices required herein shall be in writing.

## ARTICLE 22. MILITARY SERVICE

The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. At time an employee leaves for military service, he shall receive whatever vacation pay is due him. The application of this provision will comply with the Military Selective Service Act of 1967 as amended.

## ARTICLE 23. NO STRIKES OR LOCKOUTS

It is mutually agreed by the parties of this Agreement that there shall be no strikes or stoppages of work by the employees or by the Union, nor shall there be any lockout by the Employer during the life of this Agreement and that any difference of opinion or misunderstanding concerning the interpretation of the provisions of this Agreement which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties cannot amicably adjust the differences, then the matter shall be referred to a Board of Arbitration as provided in Article 21. Nothing contained herein, however, shall compel any employee to walk through a picket line, provided such picket line has the sanction of his own International Union.

## ARTICLE 24. INVALIDATION

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decisions of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decisions, provided, however, that upon such a decision the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

## ARTICLE 25. RETROACTIVITY

It is agreed that the wages established in this Agreement shall be retroactive to and including September 7, 1980.

## ARTICLE 26. DURATION OF AGREEMENT

This Agreement shall be effective commencing September 7, 1980, and shall remain in force until and including September 10, 1983, and from year to year thereafter, with the right of either party to reopen upon written notice, not less than sixty (60) days prior to September 10, 1983, or the 10th day of September of any subsequent year thereafter of a desire either to change or terminate this Agreement. In the event either party serves notice, it is agreed that the Employer and the Union

shall immediately begin negotiations on the proposed changes and that, pending the results of such renegotiations, neither party shall change the conditions existing at the time under the contract.

If during the period of negotiations, the Union decides to terminate this Agreement, it agrees, however, that it will not strike or cause stoppage of work by the employees, unless notice of strike action is given at least two (2) days prior to the date of the strike, which shall be set forth in the notice. If the strike does not take place upon the date set forth in the notice, said notice shall be null and void and a new notice required before strike action can be taken.

## SCHEDULE "B"

### COST OF LIVING ALLOWANCE

To determine any cost of living adjustment or any cost of living allowance, the following provisions only shall apply during the term of this Agreement.

There shall be two (2) cost of living adjustments.

1. Effective with the first pay period beginning on or after March 1, 1982, and hereafter during the period of this Agreement the cost of living adjustment, if applicable, shall be made and a second adjustment shall be made with the first pay period beginning on or after March 1, 1983.

2. Such adjustments shall be made based on changes, if any, in the first published Consumer Price Index (New Series - for Urban Wage Earners and Clerical Workers) of the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) (hereinafter referred to as the CPI), as of the prior August and January, respectively.

3. If there is no change in the CPI requiring an adjustment in a different amount, the amount of the adjustment, if any, will continue in effect for an additional six (6) month period.

4. To determine the allowance, if any, to be made under this paragraph, the change in the CPI level between August, 1981, and January, 1982, shall be used and a one cent (\$.01) change will be made for each four tenth (.4) increase in the CPI. The same shall be true in computing the adjustment levels between August, 1982, and January 1983.

5. If after an allowance has been in effect, pursuant to the foregoing paragraph, the CPI shall decrease, one cent (\$.01) shall be deducted from the allowance for each four tenths (.4) decrease in the CPI below the level which the CPI was required to reach in order to earn the last previous amount of allowance, provided that no deduction shall be made from the authorized wage rate.

6. In the event that the CPI for August or January has not been issued by the following October 1 or March 1 respectively, then any adjustments that are required will be made at the beginning of the first pay period after receipt of the CPI.

7. The amount of any allowance in effect at the time shall be included in computing any payments under this Agreement which are based on the regular hourly rate.

8. In the event the CPI shall be revised or discontinued, and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Company and the Union to determine what the CPI would have been had it not been revised or discontinued, then the Company and the Union will negotiate and agree upon an appropriate substitute for the CPI.

## SCHEDULE "C"

### NON-FOOD

1. Department Manager -

- The same number of exemptions is to be maintained as existed.
- An employee relieving a department manager for one (1) full week or more shall receive an additional twenty-five dollars (\$25.00) per week for each week of relief.

2. Employees desiring transfer to a food classification shall be given preference for such work in accordance with the following procedure:

Employees desiring food classification work shall notify the Employer in writing, with a copy to the Union, during the periods March 1st to March 21st and September 1st to September 21st each year. Such letters shall remain valid for a period of twelve (12) months.

When openings occur, seniority and ability to perform the new job shall be determining factors for the transfer. Should the employee fail to satisfactorily perform within the first sixty (60) days of the transfer he shall be afforded the opportunity to return to a similar non-food classification without loss of seniority.

The Employer agrees that said non-food employees will be transferred to food positions before considering new hires.

Provisions of basic contract apply where not referred to above and where applicable.

3. The Employer shall contribute to the Local 692 and Department Stores Health and Welfare Fund the sum of seventy-five dollars (\$75.00) per month for each full time non-food employee hired after August 27, 1977, and twenty dollars (\$20.00) per month for each part time employee hired after August 27, 1977, who is on the Employer's payroll on the first day of each month. The monthly contribution will commence with the first full payroll month following the first of the month after completion of three (3) months of continuous employment with the Employer. Effective October 1, 1981, contributions are to be increased from twenty dollars (\$20.00) per part time employee per month to thirty-one dollars (\$31.00) per part time employee per month. Effective October 1, 1982, contributions are to be increased from seventy-five dollars (\$75.00) per full time employee per month to eighty dollars (\$80.00) per full time employee per month.

4. The Employer shall contribute to the Local 692 and Department Stores Pension Fund a total of twelve cents (\$.12) per hour for all hours worked for each non-food employee hired after August 27, 1977. The hourly contribution by the employer for new employees will commence upon completion of thirty (30) days of continuous employment with the Employer retroactive to the date of employment. Effective October 3, 1982, the hourly contribution will increase from twelve cents (\$.12) per hour to fifteen cents (\$.15) per hour.

## GIANT FOOD, SENIORITY AREAS

### SCHEDULE "D" & "E"

#### AREA #1

Store # 36	5632 Baltimore National Pike, Baltimore, Maryland
Store # 52	3602 Milford Mill Road, Baltimore, Maryland
Store # 76	5901 Reisterstown Road, Baltimore, Maryland
Store # 90	3757 Old Court Road, Baltimore, Maryland
Store # 99	112 Wilde Lake Village Green, Columbia, Maryland
Store #117	6223 Baltimore National Pike, Baltimore, Maryland
Store #126	3633 Offut Road, Randallstown, Maryland
Store #129	Baughman's Lane & Route 40, Frederick, Maryland

Store #136 9200 Baltimore National Pike, Ellicott City, Md.  
Store #155 7200 Cradlerock Way, Columbia, Maryland  
Store #164 11716 Reisterstown Road, Baltimore, Maryland  
Store #165 9934 Reisterstown Road, Owings Mills, Maryland  
Store #166 4622 Wilkens Avenue, Baltimore, Maryland 21229

AREA #2

Store # 44 5830 Hillen Road, Baltimore, Maryland  
Store # 53 8100 Loch Raven Boulevard, Baltimore, Maryland  
Store # 73 110 Stemmers Run Road, Baltimore, Maryland  
Store # 74 1734 York Road, Lutherville, Maryland  
Store # 77 1925 East Joppa Road, Baltimore, Maryland  
Store # 97 6540-50 York Road Plaza, Baltimore, Maryland  
Store #110 122 Cranbrook Road, Cockeysville, Maryland  
Store #124 711 West 40th Street, Baltimore, Maryland  
Store #137 1901 Pulaski Highway, Edgewood, Maryland  
Store #144 7924 Belair Road, Baltimore, Maryland  
Store #145 5150 Sinclair Lane, Baltimore, Maryland  
Store #146 1131 Merritt Boulevard, Dundalk, Maryland  
Store #158 615 Bel Air Road, Suite 1, Bel Air, Maryland

AREA #3

Store # 75 7901 Ritchie Highway, Glen Burnie, Maryland  
Store #103 6634 North Ritchie Highway, Glen Burnie, Maryland  
Store #121 81 Forest Drive, Annapolis, Maryland  
Store #140 551 Ritchie Highway, Glen Burnie, Maryland  
Store #141 7946 Crain Highway, Glen Burnie, Maryland

AREA #4

Store # 51 751 South Salisbury Boulevard, Salisbury, Maryland

A & P TEA COMPANY SENIORITY AREAS

SCHEDULE C

Area 1 - 802, 803, 806, 810, 814, 823, 829, 834, 856, 873, 879, 884, 885, 886, 890, 891, 913,  
Area 2 - 807, 809, 815, 816, 818, 821, 822, 827, 828, 830, 836, 838, 840, 843, 845, 865, 866, 868, 878, 880  
Area 3 - 849, 850, 854, 858, 859, 860, 867, 869, 871, 872, 881, 882, 883, 887, 888, 889, 892

SCHEDULE "D"

Area A  
Territory 1 - 802, 803, 806, 810, 814, 856  
Territory 2 - 823, 886, 890, 913  
Area B  
Territory 3 - 807, 815, 827, 838  
Territory 4 - 822, 830, 868, 878, 880  
Area C  
Territory 5 - 809, 816, 818, 821, 828, 866  
Territory 6 - 836, 840, 843, 845, 865  
Area D  
Territory 7 - 829, 834, 873, 879, 884, 885, 891  
Area E  
Territory 8 - 850, 854, 860, 867, 869, 872  
Area F  
Territory 9 - 849, 858, 859, 887, 888  
Area G  
Territory 10 - 871, 881, 882, 883, 889, 892

MEMCO

SCHEDULE "C" & "D"

Area 1 - 277, 334

GRAND UNION SENIORITY AREAS

SCHEDULE "C" & "D"

Area 1 - 666

Area 2 - 613, 631, 644, 667, 675

SAFeway SENIORITY AREA

SCHEDULE "C" & "D"

Area 3 - 1366, 879, 1327, 104, 1385

Area 2 - 909, 915, 918, 946, 952, 1311, 1324, 1357, 1405

SCHEDULE "C"

Area 1 - 831, 874, 911, 1317, 1333, 1339, 1351, 1353, 1356, 1363, 1367, 1394, 1322, 1370, 1399, 1406, 4000

SCHEDULE "D"

874, 1317, 1339, 1351

SCHEDULE "A"

CLASSIFICATION	9/7/80		9/6/81		3/7/82	9/5/82		3/6/83
	Hourly	Weekly	Hourly	Weekly		Hourly	Weekly	
A. Across the Bd. Hourly Increases	.80		.80			.80		
ASSISTANT MANAGER	10.18	407.20	10.98	439.20	C	11.78	471.20	C
GROCERY MANAGER	10.01	400.40	10.81	432.40	O	11.61	464.40	O
PRODUCE MANAGER	10.01	400.40	10.81	432.40	S	11.61	464.40	S
HEAD CASHIER & COFFEE					T			T
DAIRY HEADS								
1st 6 months	6.70	268.00	7.10	284.00		7.50	300.00	
2nd 6 months	8.47	338.80	9.18	367.20		9.89	395.60	
3rd 6 months	8.73	349.20	9.46	378.40		10.19	407.60	
4th 6 months	8.95	358.00	9.70	388.00		10.45	418.00	
Thereafter	9.55	382.00	10.35	414.00	O	11.15	446.00	O
B. Across the Bd. Hourly Increases	.75		.75		F	.75		F
FULL TIME CLERKS								
1st 6 months	6.20	248.00	6.60	264.00		6.95	278.00	
2nd 6 months	7.98	319.20	8.65	346.00		9.32	372.80	
3rd 6 months	8.20	328.00	8.89	355.60		9.58	383.20	
4th 6 months	8.43	337.20	9.14	365.60		9.84	393.60	
Thereafter	8.94	357.60	9.69	387.60	L	10.44	417.60	L
PART TIME CLERKS					I			I
1st 6 months	5.35		5.70		V	6.05		V
2nd 6 months	7.08		7.68			8.27		
3rd 6 months	7.55		8.18		I	8.81		I
4th 6 months	8.02		8.69			9.36		
Thereafter	8.94		9.69		N	10.44		N
C. Across the Bd. Hourly Increases	.65		.65		G	.65		G
FULL TIME PORTERS								
1st 6 months	4.90	196.00	5.25	210.00		5.60	224.00	
2nd 6 months	7.05	282.00	7.69	307.60		8.32	332.80	
Thereafter	7.24	289.60	7.89	315.60		8.54	341.60	
PART TIME PORTERS								
1st 6 months	4.55		4.90		C	5.20		C
2nd 6 months	6.54		7.13		O	7.72		O
Thereafter	7.24		7.89			8.54		
BAKERY MANAGER	7.55	302.00	8.20	328.00	S	8.85	345.00	S
FULL TIME BAKERY CLERK					T			T
1st 6 months	5.20	208.00	5.50	220.00		5.85	234.00	
2nd 6 months	7.06	282.40	7.69	307.60		8.32	332.80	
Thereafter	7.31	292.40	7.96	318.40		8.61	344.40	
PART TIME BAKERY CLERK								
1st 6 months	4.90		5.20		O	5.55		O
2nd 6 months	6.88		7.50		F	8.12		F
Thereafter	7.17		7.82			8.47		
	Hourly	40 Hr. Week	Hourly	40 Hr. Week		Hourly	40 Hr. Week	
D. Across the Bd. Hourly Increases	.50		.50		L	.50		L
NON-FOOD CLERK					I			I
Start	4.25	170.00	4.75	190.00	V	5.25	210.00	V
After 6 months	4.65	186.00	5.15	206.00		5.65	226.00	
After 12 months	4.80	192.00	5.30	212.00	I	5.80	232.00	I
After 18 months	4.90	196.00	5.40	216.00		5.90	236.00	
MERCHANDISE MANAGER (Non-Food)	7.41	296.40	7.91	316.40	N			N
					G	8.41	336.40	G
COSMETICIAN	6.36	254.40	6.86	274.40		7.36	294.40	
E. Across the Bd. Hourly Increases	.40		.40			.40		
UTILITY CLERK								
Start	3.55		3.95			4.35		
After 6 months	3.80		4.20			4.60		
After 12 months	3.90		4.30			4.70		
After 18 months	4.15		4.55			4.95		

1. "Red Circle" employees in all classifications shall maintain the existing differential over the new scales.
2. In each of the Employer's stores in which there is a Bakery Department, there shall be one (1) clerk designated as Bakery Department Manager.
3. No employee hired after 3/1/82 and 3/1/83, respectively, shall be eligible for the aforementioned cost of living increases.
4. Utility Clerks are not entitled to the scheduled costs of living increases.





6805

May 11, 1981

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 044-R0003

Office of the President  
Retail Clerks International Association  
305 West Monument Street  
Baltimore, Maryland 21201

MAY 26 1981-R

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s): **Between Giant Food Inc., and its 28 locations and local 692. The agreement we have on file expired September 1980.**

Would you please send us a copy of your current agreement—with any supplements (e.g., employee benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved 2504
2. Number and location of establishments covered by agreement 40
3. Product, service, or type of business Retail Food
4. If your agreement has been extended, indicate new expiration date

C. William King U.P.  
Your Name and Position  
305 W. Monument St.  
Address

301-837-8500  
Area Code/Telephone Number  
Balto Md. 21201  
City/State/ZIP Code